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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

FIRSTBANK PUERTO RICO

CIVIL NO.

PLAINTIFF

Vs.

RE: COLLECTION OF MONIES, IN
REM MORTGAGE FORECLOSUREDELORES ELIZABETH MACKSOUAD LOPEZ ALSO
KNOWN AS DELORES MACKSOUAD LOPEZ AND
DELORES E. MACKSOUADDEFENDANT

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW PLAINTIFF, through its undersigned attorney, and respectfully ALLEGES and PRAYS:

I. NATURE OF THE ACTION

1.1 . This is an action for breach of the contract related to a loan of monies that the defendant procured for the acquisition of second home in Río Grande, Puerto Rico. Said loan, and its accrued interest and other expenses, would be and is guaranteed with a mortgage and defendant's personal liability to the creditor.

II. JURISDICTION AND VENUE

2.1. This court has subject matter jurisdiction over the parties and this action pursuant to 28 USC §1132(a)(1) because this is an action between citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest, costs and attorney's fees.

2.2. Pursuant to 28 USC § 1391(a), venue of this action is proper in this district because defendant are not residents of this district, and the real property is located in Puerto Rico.

2.3. Pursuant to Puerto Rico's Long Arm Statute, P.R. Laws Ann. Tit. 32, App. III, Rule 4.7(a), this court has *in personam* jurisdiction over the Defendant to this action insofar as it has transacted business within the Commonwealth of Puerto Rico, either personally or through agents and/or authorized representatives, and because it has an interest in real estate located in Puerto Rico, as it is more particularly set forth herein below.

III. PARTIES TO THIS ACTION

3.1. Firstbank Puerto Rico is an entity authorized to do banking business with its principal offices in San Juan, Puerto Rico. Its postal address is: P.O. Box 9146, San Juan, Puerto Rico 00918-0146, and phone number 787-282-1100.

3.2. Postal address of defendant, DELORES ELIZABETH MACKSOUD LOPEZ A/K/A DELORES MACKSOUD LOPEZ AND DELORES E. MACKSOUD is: 40 Shore Dr. N, Miami FL 33133-2614; phone number 305-807-5839.

3.3. Complete diversity between Firstbank and defendant exists.

IV. FACTS COMMON TO ALL CAUSES OF ACTION

4.1. On November 17, 2007, for value received, defendant signed and delivered a mortgage note payable to Beewee Mortgage Bankers Corporation or to its order, for the principal amount of \$360,000.00, with interest at the rate of 7.25% per annum, to be paid in monthly installments thereafter as therein agreed, and secured by a first mortgage constituted by deed number 852 executed in San Juan, Puerto Rico, before notary public Raúl Rivera Burgos under the terms therein stipulated. The corresponding Loan number is 807631.

4.2. The mortgage described above was executed upon the following property, which is as described in the Registry in Spanish, as follows:

--URBANA: PROPIEDAD HORIZONTAL: Apartamento residencial identificado con el Número CIENTO DOS (102) ubicado en el primer piso del edificio "E" (E-102) en la calle "Costa Dorada" número diez (10) del CONDOMINIO COSTA DORADA II, localizado en el Barrio Mameyes del término municipal de Rio Grande, Puerto Rico. Tiene una cabida superficial de dos mil doscientos sesenta y tres punto cero seis (2,263.06) pies cuadrados, equivalentes a DOSCIENTOS DIEZ PUNTO VEINTICINCO (210.25) METROS CUADRADOS.

--EN LINDES: por el NORTE, en una distancia de dieciséis punto cuarenta y ocho (16.48) metros lineales, con área de uso común limitada; por el SUR, en dos (2) distancias que suman dieciséis punto cincuenta (16.50) metros lineales, con área de uso común limitada, recibidor de este piso y area de escaleras; por el ESTE, en una distancia de dieciocho punto cincuenta y cuatro (18.54) metros lineales, con el apartamento E ciento uno (E-101) y área de uso común limitada; y por el OESTE, en una distancia de dieciocho punto cincuenta y cuatro (18.54) metros lineales, con área de uso común y recibidor de este piso. Su puerta principal de acceso se encuentra localizada en su lado Sur.

--Contiene tres (3) dormitorios, dos y medio (2 1/2) baños, dos (2) closets, un walk-in-closet, vestíbulo (foyer), sala, comedor, cocina, laundry, linen closet, corredor (hall), linen closet, cuarto para aire acondicionado, terraza cubierta, dos terrazas descubiertas y áreas de planters.

--Le pertenece además a este apartamento como área de uso común limitado conjuntamente con los apartamentos números E ciento uno (E-101), A ciento uno (A-

101), B ciento uno (B-101), B ciento dos (B-102), C ciento uno (C- 101), C ciento dos (C-102), D ciento uno (D-101), D ciento dos (D-102), G ciento uno (G-101), G ciento dos (G-102), H ciento uno (H-101), H ciento dos (H-102), I ciento uno (I-101) e I ciento dos (I-102), un área de uso común limitada de aproximadamente tres mil cuatrocientos ochenta y nueve punto noventa y seis (3,489.96) metros cuadrados, ubicada en su colindancia NORTE y OESTE, en la calle número diez (10), teniendo una participación en dicha área común limitada de cinco punto cincuenta y seis por ciento (5.56%).-----

--Le corresponde a este apartamento, en los elementos comunes generales un por ciento de participación de uno punto cuarenta y dos por ciento (1.42%). Le corresponde el uso y disfrute de dos (2) espacios para estacionamientos marcados con los números CUARENTA Y UNO (41) y CUARENTA Y DOS (42) y además le pertenece un espacio marcado con el número VEINTIUNO (21) para auto de GOLF.--

--Finca #27,914, inscrita al Tomo Karibe de Río Grande, Registro de la Propiedad de Puerto Rico, Tercera Sección de Carolina.-----"

--Physical address of the property: "Condominio Costa Dorada II, Apt. E-102, Rio Grande, PR 00745".

4.3. Firstbank, per endorsement, is presently the owner and holder of the note, affidavit 11,167 before notary public Raúl Rivera Burgos, whose mortgage deed 852, is recorded at the Registry of Property, Section III of Carolina, at tomo Karibe of Rio Grande, Land #27,828. See mortgage note and mortgage deed, Exhibit 1 to the complaint. The note provides for the payment of late charges of each, and any monthly installment not received by the note holder within 15 days after the payment is due, and for the payment of 10% of the original amount to cover costs, expenses and attorney's fees in the event the holder of the note is required to demand judicial collection. It was expressly provided in the note and in the mortgage deed that default in the payment of the installments or noncompliance with the covenants or agreements included in the documents would grant the creditor the right to declare due and payable the total amount of indebtedness and to proceed with the collection of the debt and execution and foreclosure of the mortgage. The last payment made in accordance with the contract were in October 2020 and non-thereafter.

4.4. The defendant is the owner of the mortgaged property according to the Registry of Property and plaintiff's best information and belief. Firstbank and Macksoud have reached an agreement to end this litigation and have agreed to request the court to enter in rem judgment as to all the claims indicated in this complaint. Said judgment will be firm and final once registered and notified, Firstbank Puerto Rico will request its execution to sell the property through a judicial sale.

4.6 Firstbank is entitled to judgment against the defendant and defendant has agreed that judgment be entered so that the property described in paragraph four (4) hereinabove be sold at public auction.

WHEREFORE, Plaintiff respectfully request the entry of judgment in its favor compelling defendant to pay the amounts owed, plus any other that may accrue, order the execution of the judgment that may be entered to sell at public auction the property described in the complaint and the monies due, be paid to plaintiff from the proceeds of the sale so that all legal rights, title and interests which the defendant may have in the above described property and any improvements, be sold at public auction, and, if the proceeds of the judicial sale are insufficient to cover the amounts owed and there is any deficiency after the sale, plaintiff be granted further agrees not to collect from defendant; After a court sentence has been entered for collection of money owed, Judgment for execution of judgment shall be requested. Execution shall be requested and a writ to cancel any junior liens recorded be issued, plus, order such relief as necessary and proper.

RESPECTFULLY SUBMITTED, in San Juan, Puerto Rico, this ____ of June, 2025.

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